

3610 Nichol Ave
Anderson, IN 46011

Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge – Southern District of NY
One Bowing Green
New York, NY 10004-1408

Date: June 17, 2009

Dear Sir,

I am writing as a recent Salary Retiree of Delphi Corporation to object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11. This article declares that severance payments will be terminated upon the bankruptcy emergence date. I believe I have a legal right to all of the severance pay that I was contracted for upon my separation from Delphi. I retired 3/2009 and signed the contract 2/2009.

First, I have a signed contract from Delphi granting me a specific amount of severance based on the amount of seniority that I had accrued.

Second, the contract states that I waived certain rights in order to be able to receive the severance payments; therefore I gave up something in order to receive the severance.

Third, this contract was entered into during Delphi's bankruptcy and is not a benefit provided by Delphi but a contract liability.

I know you rule based on the law and I believe I have a legitimate legal objection. Having already lost my retirement benefits and the pending reduction to my pension (transfer to PBGC), I hope there is a legal way to retain my severance payments.

Respectfully,

Kevin W. Castor

